

Union
Duplicate
to PERC

AGREEMENT

between the

Board of Education of the Borough of Kenilworth

and

Kenilworth Teachers' Association

1976 - 1977

PREAMBLE

This contract is made and entered into on October 14 1975 by and between the Board of Education of Kenilworth, New Jersey, hereinafter called the "Board", and the Kenilworth Teachers' Association, hereinafter called the "Association".

RECOGNITION

In accordance with the requirements of the New Jersey Employer-Employee Relations Act, the Board of Education recognizes the Kenilworth Teachers' Association for the purpose of professional negotiations as the exclusive representative for the following:

1. All certificated teaching personnel, dealing directly with children, under contract with the Board.
2. All certificated personnel in the Division of Special Services. (Psychologist, social worker, speech therapist, remedial reading).
3. Librarian

It is further understood that the following certificated personnel are specifically excluded from this recognition:

1. Superintendent
2. Director of Special Services
3. Principal

Due to the recognition of the above categories, it is important, therefore, that the board and association work together cooperatively to develop a climate that will insure high standards of performance at the same time contribute to the morale and well-being of the school in general.

NEGOTIATION PROCEDURE

The Kenilworth Board of Education and the Kenilworth Education Association jointly recognize that the education and welfare of the children in the community are of primary importance.

The Board of Education recognizes the legal right of members of the teaching staff to organize, present and make known to the Board of Education through proper channels, their proposals or grievances through representatives of their own choosing. However, this does not preclude the right of an individual or group of individual staff members from having the same rights and privileges.

The Board and the Association agree that continued improvement of education in Kenilworth may best be attained in a climate of mutual trust and understanding. Therefore, the following procedures are set forth as a means of reaching agreement on matters of mutual concern.

1. Principles

- 1-a The Teachers' Association recognizes the expressed legal responsibilities and rights of the Board of Education under Title 18A.
- 1-b The Board of Education recognizes that the professional preparation of certificated personnel qualifies them to make significant contributions to the conduct of the educational affairs of the district and to the recommendation of policy and program under the procedures adopted herein.
- 1-c The Board of Education and the Kenilworth Education Association agree that areas of mutual concern are referable for joint consideration.

2. Negotiation Procedures

- 2-a A Teacher-Board Relations Committee composed of three members designated by the local Teachers' Association; three members of the Board of Education, approved by its President; and the Superintendent of schools to act as Chairman of the committee.
- 2-b The duties of the Chairman shall be:
 - 1. To convene meetings of the Teacher-Board Relations Committee
 - a. At the request of the teachers' representatives.
 - b. At the request of the board's representatives.

- c. At the discretion of the Chairman, so that there shall be at least three meetings during the school year.
 - 2. To act as Chairman at all meetings of the Teacher-Board Relations Committee.
 - 3. To prepare and submit an agenda in advance of the meeting.
- 2-c Negotiations - The Board of Education agrees to meet with the representatives of the Kenilworth Education Association on matters for negotiation. The areas of negotiation shall include salary and fringe benefits. Other items may be included by mutual consent.
- 2-d The Kenilworth Teachers' Association's proposal of items for negotiation must be presented to the Board of Education in writing no later than one hundred twenty days (120) prior to the public employer's required budget submission date..
- 2-e Duties of the Negotiators - It shall be the duty of the Board or its representatives and the Association's Negotiating Committee to:
- a. Discuss and attempt to arrive at mutually acceptable solutions in keeping with the philosophy of the Board and the Association.
 - b. To arrive at written agreements subject to the ratification structure of both parties represented..
- 2-f Meetings Initiated by the Board - The Board of Education shall send a written request for a meeting to the President of the Association through the Superintendent. Such request must specify the subject (s) to be discussed.
- An agreement will be reached within ten (10) calendar days of the request as to the time and place for the meeting. The meeting shall be held within twenty (20) calendar days after the request was sent unless both parties agree to an extension time.
- The Superintendent, as chairman, shall assist the Board and Association in scheduling of meetings.
- 2-g Meetings Initiated by the Teachers' Association - When a matter of concern is to be referred to the Board of Education, a written request for a preliminary meeting with the Superintendent shall be submitted by the Association. Such request must specify the subject (s) under discussion.

This meeting shall be held within five (5) calendar days after the request was sent unless both parties waive this provision or agree to an extension of time.

As a result of the preliminary meeting, the Association and the Superintendent may elect to resolve the problem and to develop joint recommendations that shall be submitted to the Board of Education for consideration, or the Association may request a meeting with the Board.

Within five days of the meeting with the Superintendent, the Association shall forward through the Superintendent, a written request for a meeting with the Board and will specify the subjects to be discussed. Such a meeting will be arranged by the Superintendent. An agreement will be reached within ten (10) calendar days of the meeting with the Superintendent as to the time and place for the meeting. The meeting shall be held within twenty (20) calendar days unless both parties agree to an extension of time.

2-h Exchange of Information - The Board and the Association agree, upon reasonable request, to share statistics and information that relate to the topic (s) being negotiated.

2-i Agreement - When the Board of Education and Teachers Association's Negotiating Committee have reached an agreement, it should be prepared as a written recommendation for both parties no later than ninety days (90) prior to the public employer's required budget submission date.

The written contract is subject to the ratification structure of Kenilworth Board of Education and the Kenilworth Teachers' Association.

The agreement shall not discriminate against any member of the professional staff regardless of membership or non-membership in the Kenilworth Teachers' Association.

2-j Failure to Reach Agreement - When both parties agree that deliberations are at the point of impasse, 90 days prior to the public employer's required budget submission date, the Public Employment Relations Commission shall appoint a mediator.

The mediator shall present his findings and recommendations at a joint meeting of the Board of Education and the Teachers' Associations' Negotiating Committee no later than January 2, 1976

3. Implementation - The provisions of the agreement between the Board of Education and the Teachers' Association shall become effective immediately upon adoption of contract agreement by both parties.

Duration - This agreement shall have as an effective date September 1, 1976 and shall cover the school year 1976 - 1977.

GRIEVANCE PROCEDURE

To provide a method or procedure whereby professional employees of the Board of Education may present grievances, discuss matters of mutual concern and make recommendations concerning conditions of employment, the Kenilworth Board of Education hereby establishes the following grievance procedures:

A. Procedure for Individuals:

1. Any professional employee who has a grievance shall discuss it first with his Principal (or immediate superior or department head if applicable) in an attempt to resolve the matter at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the Principal. The Principal shall communicate his decision to the employee in writing within a period of seven (7) calendar days of the receipt of the written complaint.
3. The aggrieved employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period of fourteen (14) calendar days. The Superintendent shall communicate his decision in writing, along with supporting reasons to the professional employee who initiated the grievance.
4. If the grievance is not settled after reaching the Superintendent of Schools, the matter must be referred to the Personnel and Education Committee of the Board of Education. The Committee shall make a determination as soon as possible.
5. If the Personnel and Education Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education in executive or open session with the professional employee initiating the grievance.
6. The Board of Education shall render a decision within a period of thirty (30) calendar days, after receiving the grievance problem.

B. Procedure for Group Grievance:

1. When a matter of personnel policy is to be referred as a grievance, a written request for a preliminary meeting with the Superintendent of Schools shall be submitted by the Association. Such a request must specify the subject matter under discussion.
2. As a result of this preliminary meeting,
 - a. the Association and the Superintendent of Schools may elect to resolve the problem or jointly develop recommendations that shall be submitted in writing to the Board of Education for consideration and approval, or
 - b. either party (Association or Superintendent of Schools) may request that a meeting between the Board of Education and the Association be arranged, in which case such meeting shall be convened within thirty (30) calendar days of the request.
3. Facts, opinions, recommendations will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement.
4. The Board of Education shall render a decision within a period of thirty (30) calendar days.

HARDING SCHOOL, KENILWORTH, N. J.
Salary Guide 1976-77

STEP	B.A.	M.A.	6th YEAR LEVEL
1	10,000	11,000	12,100
2	10,500	11,600	12,900
3	10,800	12,000	13,200
4	11,200	12,300	13,500
5	11,600	12,700	14,000
6	12,100	13,200	14,400
7	12,500	13,600	14,800
8	13,100	14,200	15,400
9	13,600	14,700	15,900
10	14,200	15,300	16,500
11	14,700	15,800	17,000
12	15,400	16,500	17,700
13	16,000	17,100	18,300
14	16,700	17,900	19,100
15	17,400	18,800	20,000

A. The salary guide shall have several purposes:

1. To provide a fair equitable basis for remunerating teachers for professional services.
2. To stimulate the professional advancement of the staff by placing special emphasis upon additional study and other in-service growth services.
3. To attract and retain highly competent teachers in our school.
4. To offer the Board of Education greater assurance that salary increments as set forth on the salary guide is not considered an automatic increase but shall be granted by the Board on an earned basis for faithful and fully satisfactory performance of duty. To this end, the Board retains the right to withhold any increment when in its judgment the performance of a teacher's duty falls below a level of professional competence.

4A - Withholding procedures - next page.

4A
SUBJECT: PROCEDURES FOR WITHHOLDING OF SALARY INCREMENTS AND
LONGEVITY PAY COMMENCING WITH 1972-73 SCHOOL YEAR

1. Each year, the principal shall submit evaluations and recommendations concerning teacher performance at all grade levels. If any such evaluation and recommendation shall show unsatisfactory performance on the part of any teacher, the Superintendent of Schools shall make an independent inquiry and evaluation thereof.
2. After said independent evaluation, and if the Superintendent of Schools finds that a teacher is not satisfactorily performing, then he shall send a letter to said teacher so indicating, setting forth the areas of deficiency, and stating that unless such deficiencies are rectified or explained to his satisfaction, that he will recommend to the Board of Education that the salary increments and longevity pay for the succeeding school year be withheld. Such notice to a teacher must be delivered at least three months prior to the passage of salaries by the Board of Education for the succeeding year. (This allows a minimum period of time for the teacher to correct any deficiency prior to the withholding of same.)
3. At least one month prior to the action of the Board of Education on the withholding of a salary increment and longevity pay because a teacher is below reasonable levels of professional competence, the Board of Education shall offer the teacher a hearing at which time the teacher may be represented by the local teachers' association or by counsel at said meeting to present to the Board facts relevant to whether the areas of deficiencies as set forth in the Superintendent's letter, are factually correct and whether such deficiencies amount to unsatisfactory performance of duty falling below a reasonable level of professional competence.
4. The Board of Education shall take into consideration all of the facts and information supplied to it by the administration and the teacher and if, in its judgment, the teacher falls below reasonable level of professional competence, the Board shall notify the teacher in writing, of its determination, setting forth the facts upon which the same is based and indicating that the salary increment and longevity pay will be withheld.
5. The procedure as hereinabove set forth shall be followed to the exclusion of the grievance procedure as set forth in the then existing Board-Teacher Association contract.

MAJOR BENEFITS

1. Ten days' sick leave for 1st year teachers.
2. Fifteen days' sick leave starting 2nd year of teaching.
3. Three personal days when approved by the Superintendent.
4. Fifty per cent reimbursable for college credits approved by Superintendent - maximum credits per year - TWELVE
5. Complete insurance coverage for employees of the Board and their families under the Prudential Major-Medical Insurance Plan as presently in existence shall be continued during the term of this Agreement.
6. Travelers' Dental Program for employees only.
7. Terminal Leave Compensation:
 - a. Teacher member upon retirement, after twelve (12) continuous years of service in Kenilworth or death thereafter, shall receive terminal leave pay as follows:
 - (1) One-half day's pay for each accumulated sick day.
A day's pay is defined as 1/300th of the member's final annual salary.
 - b. The estate of the teacher who dies during the duration of this contract after twelve (12) years of continuous service, shall receive terminal leave pay for sick days accumulated, computed on the same basis as outlined in paragraph (a) of this section.
8. Outdoor teacher aides - lunchtime.

DURATION OF AGREEMENT

This agreement shall be effective September 1, 1976 and shall continue in effect until August 31, 1977 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

Board of Education, Borough of
Kenilworth, County of Union

By _____
President

Attest:

Secretary

Kenilworth Education Association

By _____
President

Attest:

Secretary